

From: Lukas O'Dowd
To: Frederick.Phillips@USDOJ.GOV
Cc: [Yackulic, Ted](#)
Subject: Re: Bunker
Date: Monday, April 23, 2018 11:20:19 AM

The judge did not consider the legal description attached to the lease because it was not provided by either party to the litigation. The legal description did not include the machine shop parcel. The judge found Placer in violation but did not decide sanctions. Subsequently, the parties clarified the lease to specifically exclude the property subject to the injunction, which was submitted to the court in Placer's brief against sanctions. The judge did not rule on sanctions or invalidate any portion of the lease. Instead, she pushed the trial out to May.

The judge pushed the parties to settle and expressed her belief that Atlas is due a portion of the sale under our lease/option due to the language that provides for the sale of the mine.

Again, she would not expand the injunction to cover the sale of the mine and she did not void any portion of the lease. She could not void any portion of the lease without Bunker Hill Mining Corp being a party to the litigation.

Sent from my iPhone

> On Apr 23, 2018, at 11:50 AM, Phillips, Frederick (ENRD) <Frederick.Phillips@usdoj.gov> wrote:

>

> I understood you to say on the phone the other day that the Court was not convinced that that was the case -- that the judge had, perhaps, not credited your testimony as you had hoped?

>

> -----Original Message-----

> From: Lukas O'Dowd <luke@lyonsodowd.com>

> Sent: Monday, April 23, 2018 1:22 PM

> To: Phillips, Frederick (ENRD) <FPhillips@ENRD.USDOJ.GOV>

> Cc: yackulic.ted@epa.gov

> Subject: Re: Bunker

>

> Sorry, I didn't include Ted on the last email.

>

> Atlas tried to get the court to expand the injunction to include the mine, but the court would not expand the injunction. Therefore, the injunction only covers: the machine shop parcel and everything on it (including the ore on deck), and any previously mined but I milled ore in the mine.

>

> Luke

>

> Sent from my iPhone

>

>> On Apr 23, 2018, at 11:09 AM, Lukas O'Dowd <luke@lyonsodowd.com> wrote:

>>

>> Fred,

>>

>> The court injunction does not prevent the sale/lease of the mine. It prevents the sale of contributions that were to be made to the Bunker Hill Ventures, LLC. All of the potential assets that were to be contributed to the Bunker Hill Ventures, LLC have been specifically excluded from the lease/option agreement.

>>

>> Call me if you have questions.

>>

>> Luke

>>

>> Sent from my iPhone

>>

>>> On Apr 23, 2018, at 10:49 AM, Phillips, Frederick (ENRD) <Frederick.Phillips@usdoj.gov> wrote:

>>>

>>> What are you planning to do, if anything, to clarify/resolve the application of the state court injunction?

>>>

>>> -----Original Message-----

>>> From: Lukas O'Dowd <luke@lyonsodowd.com>

>>> Sent: Monday, April 23, 2018 12:17 PM

>>> To: Phillips, Frederick (ENRD) <FPhillips@ENRD.USDOJ.GOV>; yackulic.ted@epa.gov

>>> Subject: Bunker

>>>

>>> Fred and Ted,

>>>

>>> Is there any update to the changes being made to the agreement? Do you have any questions regarding what was sent pertaining to the Atlas v Placer litigation?

>>>

>>> Luke

>>> 208-596-9838

>>>

>>> Sent from my iPhone

>